



## Downtown Market 2021 Vendor Application Form

Received: \_\_\_\_\_

Approved: \_\_\_\_\_

Full Season: \_\_\_\_\_

Weekly: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Event Day Point of Contact: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Work Phone(s): \_\_\_\_\_ Cell Phone(s): \_\_\_\_\_

NC Sales Tax ID #: \_\_\_\_\_

*\*No insurance is provided by the Town of Manteo to participants in the Downtown Market.\**

List all social media associated with your Business: \_\_\_\_\_

\_\_\_\_\_

Describe your booth in specific detail and what products are to be sold: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please select one:

Full Season

Weekly

\_\_\_\_ 10'x10' Space

N/A

N/A

\_\_\_\_ 10'x10' Space (Fresh Produce)

N/A

N/A

By the week on the following date(s): \_\_\_\_\_

*Please submit your application to the Town of Manteo:*

**Downtown Market 2021**

**Town of Manteo**

**P.O. Box 246**

**Manteo, NC 27954**

Please contact Town Hall at 252.473.4101 or email [info@manteonc.gov](mailto:info@manteonc.gov) if you have any questions.



## Vendor Guidelines and Regulations

### Dates, Times and Locations:

- Dates: Saturdays, 8am – Noon, **May 15 – September 18, 2021** (except Dare Day, June 5<sup>th</sup>).
- Where: Manteo waterfront at George Washington Creek Park on Fernando Street.
- In the event of inclement weather, the Town reserves the right to cancel the market if conditions are found to be unsafe. Decisions to cancel will be made no later than 5:00 a.m. on the day of the market. Please visit [manteonc.gov/DowntownMarket](http://manteonc.gov/DowntownMarket), the Town's [Facebook Page](#), [Instagram](#) and [Twitter](#) accounts or call #252-473-4101 to check the market's operational status.

### Application and Fees:

- All applications should be received no later than May 03, 2021 for full season vendors and the Monday prior to each select Saturday for weekly vendors. Applications are received on a **first come, first-serve basis** and must be approved by the Downtown Market subcommittee.
- Application form must include NC Sales Tax ID # (where applicable).

### Vendor Spaces:

- Only one space per family, farm or group.
- Vendor parking along the park perimeter is not allowed except for produce vendors selling from their vehicles. There are a limited number of parking spaces for produce vendors.

### Goods for Sale:

- Items must be home grown, home baked, or handmade. Vendors may sell fresh farm produce, plants, flowers, baked goods, and other handmade goods approved by Downtown Market Committee.
- Vendors selling baked goods must contact the NC Department of Agriculture's compliance officer for an inspection at #919.733.7366. All baked goods must be covered.
- Prices must be marked on all goods. Produce must be marked indicating origin and if its organic.
- No food or drink sampling will be allowed.
- Produce vendors must remain all season or until supply runs out.

### Set-up and Clean-up:

- Set-up begins no earlier than 6:30am and must be completed by 8:00am.
- Vendors must check in with the Market Manager at the beginning of each market day.
- Vendors are responsible for set-up requirements, labor and supplies. Tents are required to be weighted down; no staking allowed. The Downtown Market will not provide weighing devices for any tent, so be prepared to bring sandbags or other devices to secure your tent.
- Vendors are responsible for the cleanliness in and around their booth. Boxes and supplies are to be stored out of sight.
- Vendors are required and responsible for adhering to the NC Governor's COVID-19 restrictions to help keep the market safe and open. Masks are required, and vendors will be spaced per location provided by the Town of Manteo.
- Vendors must remove all their trash from the market area.

### Market Supervision:

- Town Manager (or designee) and/or the Market Manager have full authority to enforce all rules and regulations within the market area.

**I have read and understand the application process, rules, regulations and attached COVID-19 restrictions.**

---

Print Name

---

Signature

---

Date



## Liability Release, Express Assumption of Risk and Indemnity Agreement for All Risks Including Communicable Diseases and COVID-19

In consideration of being allowed to participate in any way in the Town of Manteo Downtown Market (the “Downtown Market”) and related events and activities, I, the undersigned participant/vendor acknowledge, appreciate, and agree that:

By participating in the Downtown Market and/or related events and activities, there are certain risks to me, my family, my customers, and my employees, volunteers, contractors, or others participating with me arising from or related to such participation. Such risks include, but are not limited to, risks of illness, injury, disability, death, business losses, property damage, and other damages. Such risks also include the risk of possible exposure to communicable diseases including, but not limited to, the virus “severe acute respiratory syndrome coronavirus 2”, which is responsible for the Coronavirus Disease (also known as COVID-19) and/or mutation or variation thereof (collectively referred to as “Communicable Diseases”). I am fully aware of the hazards associated with such risks and knowingly and voluntarily assume full responsibility for any and all risk of personal injury, illness, or other loss that I may sustain in connection with such risks. I, for myself and for my minor child(ren) or ward(s), and on behalf of my/our heirs, assigns, beneficiaries, executors, administrators, personal representatives, and next of kin, HEREBY EXPRESSLY RELEASE, HOLD HARMLESS, AGREE TO INDEMNIFY AND FOREVER DISCHARGE THE TOWN OF MANTEO, along with its respective officers, directors, officials, attorneys, agents, representatives, employees, other participants, sponsors, volunteers, advertisers, and, if applicable, owners and lessors of premises upon which the Downtown Market related events and activities take place (the “Released Parties”), from any and all claims, demands, suits, causes of action, losses, and liability of any kind whatsoever, whether in law or equity, arising out of or related to any ILLNESS, INJURY, DISABILITY, DEATH, BUSINESS LOSSES, PROPERTY DAMAGE, OR OTHER DAMAGES incurred due to or in connection with my participation in the Downtown Market and/or related events and activities, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE, to the fullest extent permitted by law. I further agree that, for myself, my heirs, assigns, beneficiaries, executors, personal representatives, and next of kin, I expressly release and agree to indemnify and hold harmless the Released Parties from any and all liability incident to mine and their involvement or participation in the Downtown Market and related events or activities as provided herein, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES, to the fullest extent permitted by law. I understand that the terms herein are contractual and not a mere recital. I agree that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of North Carolina, and if any portion hereof is held invalid, it is agreed that the remainder shall continue in full legal force and effect.

I further state that I am of lawful age and legally competent to sign this liability release and express assumption of risk.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

Print Vendor Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_